

## AGENDA ITEM SUMMARY

**Staff Contact:** James R. "Reggie" Paros

**AGENDA ITEM WORDING:** Approval of Contract Renewal with Birds of Paradise Cleaning Service to provide janitorial services at the Florida Keys Marathon Airport, at a rate of \$258.78 per week

**ITEM BACKGROUND:** At their meeting on December 15, 2004, the Board granted approval of the Contract for Janitorial Services with Birds of Paradise's Cleaning Service, Inc., in the amount of \$13,000.00. The original agreement provides an option to renew the agreement for two additional one-year periods.

**PREVIOUS RELEVANT BOCC ACTION:** Same as above.

**CONTRACT/AGREEMENT CHANGES:** This contract renewal extends the agreement for an additional one-year period. The contract amount has been increased based upon the annual CPI computation of 3.5%.

**STAFF RECOMMENDATIONS:** Approval.

**TOTAL COST: \$13,455.00**

**BUDGETED:** Yes X No       
Airport Function     

**COST TO COUNTY: \$13,455.00**

**SOURCE OF FUNDS:** Non-Ad Valorem

**REVENUE PRODUCING:** Yes \_\_\_ No N/A

**AMOUNT PER MONTH/YEAR N/A**

**APPROVED BY:** County Atty. YES OMB/Purchasing YES Risk Management YES

**DIVISION DIRECTOR APPROVAL:**

James R. "Reggie" Paros

**DOCUMENTATION:** Included X Not Required       

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Birds of Paradise Cleaning Service

Effective Date: January 1, 2006

Expiration Date: December 31, 2006

Contract Purpose/Description: Contract Renewal with Birds of Paradise Cleaning Service to provide janitorial services at the Florida Keys Marathon Airport

Contract Manager: James R. Paros  
(Name)

6060  
(Ext.)

Marathon Airport/Stop 15  
(Department)

for BOCC meeting on 12/21/05

Agenda Deadline: 12/6/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$13,455.00

Current Year Portion: \$10,091.25

Budgeted? Yes ☒ No ☐

Account Codes: -63501-530340-

Grant:

County Match:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr

For: \_\_\_\_\_

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date/In	Changes Needed	Reviewer	Date Out
Division Director	<u>11/7/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/7/05</u>
Risk Management	<u>11-3-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-3-05</u>
<u>EC</u> O.M.B./Purchasing	<u>11-2-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/3/05</u>
County Attorney	<u>11-3-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/3/05</u>

Comments: \_\_\_\_\_

## CONTRACT RENEWAL

### BIRDS OF PARADISE CLEANING SERVICE FLORIDA KEYS MARATHON AIRPORT

THIS CONTRACT RENEWAL is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Birds of Paradise Cleaning Service, hereafter Contractor.

WHEREAS, the parties entered into an agreement on December 15, 2004, whereby the Contractor would provide janitorial services at the Marathon Airport, hereafter original agreement; a copy of the original agreement is attached to this extension agreement and made a part of it; and

WHEREAS, the original agreement contained the option to renew for three additional one year periods; and

WHEREAS, the agreement term ends on December 31, 2005, but the parties desire to extend the original agreement for one year; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The Contract Sum Paragraph of the original agreement is amended to read:

**THE CONTRACT SUM.** The County shall pay to the Contractor for the faithful performance of said service on a per week in arrears basis. The Contractor shall invoice the County weekly for janitorial services performed under the Specifications contained herein. This Contract amount is calculated by the Contractor's proposal and is in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available, as follows: \$258.75 per week.

2. The Term Paragraph of the original agreement is amended by adding the following:

This Contract Renewal shall be for a period of one (1) year, commencing on January 1, 2006 and terminating on December 31, 2006.

3. Except as set forth in the above paragraphs one and two of this extension agreement in all other respects the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

ATTEST: DANNY L. KOLHAGE, CLERK

By \_\_\_\_\_  
Mayor/Chairperson

By \_\_\_\_\_  
Deputy Clerk

BIRDS OF PARADISE CLEANING  
SERVICE

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

By *Gail Holley-Myrick*  
Gail Holley-Myrick

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Suzanne A. Hutton*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 11/03/05

Renewal 2006 Mara Airport

**CONTRACT FOR JANITORIAL SERVICES**  
**FLORIDA KEYS MARATHON AIRPORT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of December, 2004, A.D., by and between **MONROE COUNTY, FLORIDA**, (hereinafter sometimes called the "Owner"), and **BIRDS OF PARADISE CLEANING SERVICE**, (hereinafter called the "Contractor").

**WITNESSED:** That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. **SCOPE OF WORK.** The Contractor shall provide janitorial services at the Florida Keys Marathon Airport, and perform all of the work described in Specifications for Janitorial Services at Florida Keys Marathon Airport (Exhibit A) and his Bid (Exhibit A-1) attached hereto and incorporated as part of this contract document. The Contractor shall ensure that all exterior doors are locked upon their departure after business hours.

2. **THE CONTRACT SUM.** The County shall pay to the Contractor for the faithful performance of said service on a per week in arrears basis. The Contractor shall invoice the County weekly for janitorial services performed under the Specifications contained herein. The contract amount shall be as calculated by the Contractor's bid proposal as follows: \$250.00 per week.

3. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS.**

a) All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

b) Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

c) The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

4. **TERM OF CONTRACT/RENEWAL.**

a) This contract shall be for a period of one (1) year, commencing January 1, 2005, and terminating December 31, 2005.

b) The County shall have the option to renew this agreement after the first year, and each succeeding year, for three additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

5. **HOLD HARMLESS.** The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor, its agents, or employees while Contractor is cleaning the Airport facilities. However, Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the County, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

7. **ASSURANCE AGAINST DISCRIMINATION.** County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

8. **ASSIGNMENT/SUBCONTRACT.** The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed-upon price of the services/goods of the contractor.

9. **COMPLIANCE WITH LAW.** In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

10. **INSURANCE.** Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the following minimum coverages:

Worker's Compensation in the amount of statutory limits

Vehicle Liability - \$100,000 combined single limit

General Liability - \$300,000 combined single limit

Employee Dishonesty - \$10,000.

11. **FUNDING AVAILABILITY.** In the event that funds from Airports Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

12. **PROFESSIONAL RESPONSIBILITY.** The Contractor warrants that he is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Board is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

13. **NOTICE REQUIREMENT.** Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

**FOR COUNTY**

Airport Manager  
Florida Keys Marathon Airport  
9400 Overseas Highway  
Marathon, FL 33050

**FOR CONTRACTOR**

Gail Holley-Myrick  
Birds of Paradise Cleaning Services  
P.O. Box 51856  
Marathon, FL 33050

14. **CANCELLATION.**

a) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.

b) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

a) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

b) **Attorney's Fees and Costs.** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

c) **Adjudication of Disputes or Disagreements.** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

d) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.



16. **CONTINGENCY STATEMENT.** Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

17. **RECORDS.** Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

18. **BINDING EFFECT.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

19. **AUTHORITY.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. **COVENANT OF NO INTEREST.** County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

21. **CODE OF ETHICS.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

22. **NO SOLICITATION/PAYMENT.** The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

23. **PUBLIC ACCESS.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

24. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

25. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

26. **LEGAL OBLIGATIONS AND RESPONSIBILITIES:** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

27. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

28. **ATTESTATIONS.** Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

29. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

30. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

31. **SECTION HEADINGS.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY I. KOLHAGE, CLERK

By: *[Signature]*

Deputy Clerk

Date: December 15, 2004

(SEAL)

Attest:

WITNESSES

*Barbara J. Ward*

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

Mayor/Chairman

BIRDS OF PARADISE CLEANING  
SERVICE

By: *[Signature]*

Gail Holley-Myrick

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

*[Signature]*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date: 11/23/09

**SPECIFICATIONS FOR JANITORIAL SERVICES  
AT FLORIDA KEYS MARATHON AIRPORT**

With reference to the Florida Keys Marathon Airport terminal, 9400 Overseas Highway, Marathon, Florida 33050, provide janitorial services for the entire terminal building inside and under the canopies outside, as follows:

**DAILY INSIDE**

- Clean 1<sup>st</sup> floor bathrooms twice a day, before 10:00 a.m. and after 2:00 p.m.
- Empty and clean as necessary, all trash cans (1<sup>st</sup> floor and manager's office).
- Sweep the entire 1<sup>st</sup> floor.
- Clean 2<sup>nd</sup> floor bathrooms once a day before opening hours.
- Mop floors as needed for spot clean-up.
- Wipe off and clean lounge furniture as needed.
- Wipe walls as needed.

**DAILY OUTSIDE**

- Empty and clean all trash cans.
- Empty ash stands.
- Pick up litter as necessary on walk-way in front of Airport.
- Sweep and clean up walkways and curbs as needed (front).
- Wipe off benches, mailboxes, courier box, etc., as needed.

**WEEKLY INSIDE**

- Mop entire 1<sup>st</sup> floor.
- Wipe off and polish wood benches as needed.
- Wipe off and polish wood handrails.
- Wipe off and polish stainless steel items.
- Vacuum all chair cushions and lounge seats as needed.
- Dust and clean advertising brochure racks, pay telephone, mounted fish, display cases, etc.

### **WEEKLY INSIDE (continued)**

- Vacuum stairs, 2<sup>nd</sup> floor hallway and manager's office suite.
- Clean, dust and sweep out elevator.
- Dust and clean all window sills 1<sup>st</sup> and 2<sup>nd</sup> floors.
- Dust and clean furniture in manager's office suite.
- Vacuum all chair cushions in manager's office suite.

### **WEEKLY OUTSIDE**

- Sweep 2<sup>nd</sup> floor outside back deck.
- Sweep and hose down walkways and curbs in front of terminal.
- Wash 1<sup>st</sup> floor glass at front two entry doors, and at both departure gates.

### **MONTHLY**

- Wash all 2<sup>nd</sup> floor glass windows and doors inside and out.
- Hose down 2<sup>nd</sup> floor outside back deck.
- Wash inside of all glass windows with Bahama storm shutters.
- Dust and clean baseboards in manager's office suite.

### **OTHER**

- Maintain inventories of cleaning supplies. Coordinate ordering with manager's office.
- Wash windows outside and accordion storm shutters every 6 months.
- Shampoo 2<sup>nd</sup> floor carpets and stairway as needed.
- Dust and clean overhead soffits as needed.
- Water indoor plants and oversee their care.

### **SPECIAL EVENTS**

- Police and clean-up as needed during and after Airport Terminal special events.

## BID FORM

BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
 C/O PURCHASING DEPARTMENT  
 GATO BUILDING ROOM 2-213  
 1100 SIMONTON STREET  
 KEY WEST, FLORIDA 33040

BID FROM: Birds of Paradise Cleaning

BID PRICE: \$13,000. (\$250 weekly)

The undersigned, having carefully examined the work, specifications, proposal, and addenda thereto and other Contract Documents for the services of:

JANITORIAL SERVICES AT FLORIDA KEYS MARATHON AIRPORT

The Contractor, in submitting the foregoing bid, agrees to comply with all contract specification documents.

I acknowledge receipt of Addenda No. (s) \_\_\_\_\_

(Check mark (✓) items below, as a reminder that they are included.)

I have included pages 30-33 of the Bid Proposal which entails the Bid Form ☒, the Non-Collusion Affidavit ☒, the Lobbying and Conflict of Interest Clause ☒, and the Drug Free Workplace Form ☒. In addition, I have included a current copy of Monroe County Occupational License ☒, Insurance Agents Statement ☒, and all requirements as stated in Section One, Article 1.04 Paragraphs A through D.

Gail Holley-Myrick SOLE OWNER  
 (Print Name) (Title)

Mailing Address: BIRDS OF PARADISE CLEANING Telephone: 305-743-49  
P.O. Box 51856 Fax: 305 743-4990  
MARATHON FL 33060 Date: \_\_\_\_\_

Signed: Gail Holley-Myrick Witness: \_\_\_\_\_  
 (SOLE OWNER) (Seal)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2004

PRODUCER (305)743-0494 FAX (305)74 582  
Keys Insurance Services, Inc.  
P.O. Box 500280  
Marathon, FL 33050-0280

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Gail Holley  
PO Box 501856  
Marathon, FL 33050

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Penn America Ins. Co.  
INSURER B: Old Republic Surety Co.  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BINDER ATTN-S	11/19/2004	11/19/2005	EACH OCCURRENCE \$ 100,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 200,000 PRODUCTS - COMP/OP AGG \$ 100,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC \$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY				AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
	OTHER				
B	Fidelity Bond	BINDER 041118	11/19/2004	11/19/2005	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificateholder is additional insured with respect to liability as their interest may appear

## CERTIFICATE HOLDER

## CANCELLATION

Monroe County Board of County Commissioners  
1100 Simonton St. Rm 268  
Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Birds of Paradise Cleaning Service  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

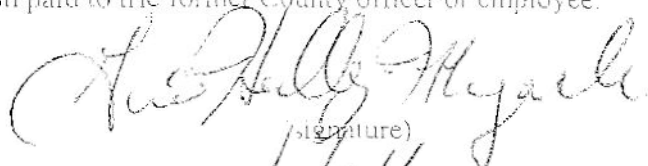
Ho Kelly Myrle (sole owner)  
Bidders Signature  
Date 11/1/04



SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

GAIL HOLLEY-MYRIK warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

  
(signature)  
Date: 11/1/04

STATE OF FLORIDA  
COUNTY OF MONROE

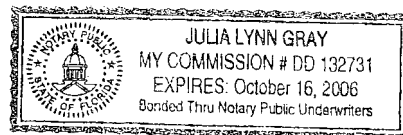
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

GAIL A. MYRIK who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 1 day of NOVEMBER, 2004.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



NON COLLUSION AFFIDAVIT

I, GAIL HOLLEY-MYRIK of the city of Marathon  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Gail Holley-Myrick (sole owner)  
of the firm of Birds of Paradise Cleaning Service  
the bidder making the Proposal for the project described in the Notice for Calling for bids for:  
Cleaning of Marathon Airport  
and that I executed the said proposal with full authority I do so:

the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Gail Holley-Myrick  
(Signature of Bidder) Sole owner

11/1/04  
(Date)

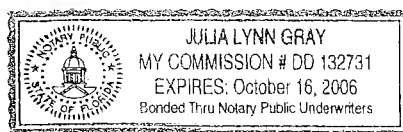
STATE OF: Florida

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, GAIL A. MYRIK  
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 1 day of NOVEMBER 2004.

Julia Lynn Gray  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## MONROE COUNTY, FLORIDA

Request For Waiver  
of  
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: COAL HOLLEY  
 Contract for: BIRDS OF PARADISE CLEANING  
 Address of Contractor: P.O. BOX 501856  
MARATHON FL 33050  
 Phone: 305-743-4990  
 Scope of Work: CLEANING MARATHON AIRPORT

Reason for Waiver: I HAVE FLORIDA INSURANCE  
ON MY CAR. (I LIVE ACROSS FROM AIRPORT)  
VEHICLE INSURANCE.

Policies Waiver  
will apply to:

Signature of Contractor: Coal Holley

Approved

Not Approved

Risk Management

Date

County Administrator appeal:

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners appeal:

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Administration Instruction  
#4709.5

# MONROE COUNTY, FLORIDA

## Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: BIRDS OF PARADISE CLEANING SERVICE

Contract for: MARATHON AIRPORT CLEANING

Address of Contractor: P.O. Box 501856  
MARATHON FL 33050

Phone: 305-743-4990

Scope of Work: CLEANING OF MARATHON  
AIRPORT

Reason for Waiver: I AM THE SIDE-WORKER

Policies Waiver will apply to: WORKMEN'S COMPENSATION

Signature of Contractor: Neo Galle Jr. (SOLE OWNER)

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Risk Management \_\_\_\_\_

Date \_\_\_\_\_

County Administrator appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Board of County Commissioners appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Administration Instruction  
#4709.5